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AGREEMENT

between

**BUILDERS DIVISION
OF ASSOCIATED
GENERAL CONTRACTORS
OF MINNESOTA**

and

**CARPENTRY CONTRACTORS
ASSOCIATION (CCA)**

and

**LAKES AND PLAINS
REGIONAL COUNCIL
F CARPENTERS & JOINERS**

2004 • 2005 • 2006 • 2007

5/2004 - 4/2007

5/1/2004 - 4/30/07 60 pages

AGREEMENT

between

**BUILDERS DIVISION
OF ASSOCIATED
GENERAL CONTRACTORS
OF MINNESOTA**

and

**CARPENTRY CONTRACTORS
ASSOCIATION (CCA)**

and

**MINNESOTA DRYWALL
AND PLASTER ASSOCIATION
(MDPA)**

and

**LAKES AND PLAINS
REGIONAL COUNCIL
OF CARPENTERS & JOINERS**

2004 • 2005 • 2006 • 2007

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BUILDING AGREEMENT

between

**ASSOCIATED GENERAL CONTRACTORS
OF MINNESOTA**

and

**LAKES AND PLAINS REGIONAL COUNCIL
OF CARPENTERS & JOINERS**

WAGE AREAS A-1 and A-2

2004 • 2005 • 2006

(Expires April 30, 2007)

WAGE AREAS B-1, B-2, C-1 and C-2

2001 • 2002 • 2003 • 2004

(Expires April 30, 2005)

ARTICLE 1

Considerations for Agreement

THIS AGREEMENT, by and between, or on behalf of the parties and in the capacities and status designated in Article 2 hereof, establishes rates of pay, wages, hours of employment, fringe benefits and vacations, where applicable and other terms and provisions concerning employment relations and collective bargaining relations, and collective bargaining between or involving such parties on construction work in the State of Minnesota.

NOW, THEREFORE, for such purposes, it is agreed as follows:

- A. The considerations for this Agreement are the mutual promises of the parties and their mutual purposes to establish, maintain and promote sound and harmonious labor relations.

It is desirable to maintain the cooperative relationships and jurisdictional work assignments existing during past years between the Employers and the employees represented by the Union.

ARTICLE 2

Designation of Parties

- A. Associated General Contractors of Minnesota (hereinafter called AGC), and affiliated organizations are a party to this Agreement in a representative capacity and as agent only, acting on behalf of certain of its members who have agreed to be bound to the terms of

this Agreement through AGC, and on behalf of such additional Employers as may execute identical counterparts. The AGC is entitled to recognition in such capacity, as agent and collective bargaining representative for the Employers who are or may become parties hereto, for all purposes of this Agreement including its right in such capacity to represent such Employer parties before NLRB or otherwise pursuant to and/or in aid, support or enforcement of the terms and provisions of this Agreement.

- B. The AGC members who have agreed to be bound to the terms of this Agreement through the AGC, or other Employers who have done likewise (hereinafter called Employers) are parties hereto as principals, but their status is several and not joint.

Such parties shall be bound by this Agreement unless the Council is notified in writing by those dissenting within thirty (30) days of the signing of this Agreement.

- C. The labor organizations on their own behalf and on behalf of Carpenters, Piledrivers, and their Apprentices whom they represent and on whose behalf they are recognized (hereinafter called Union) are parties hereto. The status of said Union is dual, in that they are parties hereto as principals and also as agents for the employees whom they represent and on whose behalf they are recognized or to be recognized as hereinafter provided.

ARTICLE 3 Union Recognition

- A. Employers hereby recognize each of the Unions to which the Contractor has agreed to be bound, as the exclusive collective bargaining representative of the employees in the craft signatory to this Agreement, in respect to rates of pay, wages, hours of employment and fringe benefits, where applicable, and other conditions of employment. The respective Unions are hereby recognized hereunder by the Employers as the sole and exclusive bargaining representatives of the employees respectively represented by them. The respective Unions represent that they are qualified for such recognition.
- B. The Employers agree not to enter into any labor agreements covering construction work, exclusive of maintenance and repair shops, with their employees on whose behalf any of the Unions have been granted recognition hereunder individually or collectively which in any way conflicts with the terms and provisions of this Agreement.
- If the Union enters into any Agreement with any individual Employer or group of Employers competing in the same type of work as defined in this Agreement, which provides for different

wages, hours or conditions than as herein specified, the Employer parties may open this Agreement for the express and exclusive purpose of negotiating those different wages, hours or conditions.

ARTICLE 4

Scope of Agreement and Territorial Jurisdiction

This Agreement shall cover work traditionally performed by the Employers and assigned to employees under this Agreement or predecessor Agreements, anywhere within the geographical jurisdiction of this Agreement.

This Agreement shall cover all the State of Minnesota south of the north lines of Traverse, Grant, Douglas, Todd, Morrison, Mille Lacs, Kanabec and Pine counties. It shall also include the following territory in Wisconsin east of the St. Croix River; Highway 70 to Grantsburg, Wisconsin, then Highway 87 to the intersection of Highway 48, then Highway 48 to the intersection of Highway 35, then Highway 35 to the intersection of Highway 8, then U.S. Highway 8 to the intersection of Highway 65 to River Falls, then Highway 29 to Prescott and across to Hastings. Any city or village located in this line in Wisconsin shall be in the jurisdiction of the Lakes and Plains Regional Council of Carpenters & Joiners.

There are different wage packages within this contract, basically along county lines, however where cities or towns fall on county lines the city limits are usually in more than one county. These cities or towns are referenced separately at the end of this Article under the heading "Cities and Towns on Boundary Lines."

AREA A shall have two wage packages, A-1 and A-2.

Area A-1 shall consist of Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Kanabec, Pine, Ramsey, Scott, Sherburne, Washington and Wright counties in Minnesota and the territory in Wisconsin described above in this article. EXCEPTION: In Sherburne County, the portion extending 5 miles beyond the city limits of St. Cloud shall be in Wage Area C-1.

Area A-2 shall consist of Meeker and McLeod counties and the city limits of Red Wing and extending 5 miles outward.

AREA B shall have two wage packages, B-1 and B-2.

Area B-1 shall consist of Olmsted County.

Area B-2 shall consist of Goodhue, Wabasha, Dodge, Winona, Mower, Fillmore and Houston counties. (See A-2 for the City of Red Wing).

AREA C shall have two wage packages, C-1 and C-2.

Area C-1 consists of Morrison, Mille Lacs, Stearns, Benton, and (in Sherburne County, the portion extending 5 miles beyond the city lim-

its of St. Cloud), LeSueur, Rice, Blue Earth, Waseca, Steele, Faribault and Freeborn counties, and the portions of Sibley and Nicollet counties east of the following roads, starting at Highway 22 on the northern Sibley County line and proceeding south to the town of New Sweden in Nicollet County, and then continuing south on Highway 111 to the town of Nicollet and then continuing south on #23 to the south line of Nicollet County.

Area C-2 consists of Traverse, Grant, Douglas, Todd, Pope, Stevens, Big Stone, Swift, Kandiyohi, Chippewa, Lac Qui Parle, Yellow Medicine, Renville, Lincoln, Lyon, Redwood, Brown, Pipestone, Murray, Cottonwood, Watonwan, Rock, Nobles, Jackson and Martin counties, and the portions of Sibley and Nicollet counties as follows: west of the following roads starting at Highway 22 on the northern Sibley County line and proceeding south to the town of New Sweden in Nicollet County, and then continuing south on Highway 111 to the town of Nicollet and then continuing south on #23 to the south line of Nicollet County. NOTE: Extending 5 miles beyond the town or city limits of New Auburn, Gaylord, New Sweden and Nicollet shall be in Wage Area C-2

CITIES OR TOWNS ON BOUNDARY LINES

Each city or town listed below falls on or adjacent to Boundary lines, where there would normally be a wage rate difference. There will be one wage rate as shown below for each city or town, which will extend 5 miles beyond the city limits or town boundary.

Bella Plaine	Wage Area A-1	(Carver, Scott & Sibley counties)
Princeton	Wage Area A-1	(Sherburne & Mille Lacs counties)
Eden Valley	Wage Area A-2	(Stearns & Meeker counties)
Red Wing	Wage Area A-2	(Goodhue & Dakota counties)
Cannon Falls	Wage Area B-2	(Goodhue & Dakota counties)
St. Cloud	Wage Area C-1	(Stearns, Benton & Sherburne counties)
Motley	Wage Area C-1	(Todd, Morrison & Cass counties)
Brooten	Wage Area C-1	(Sherburne, Stearns & Benton counties)
Clearwater	Wage Area C-1	(Sherburne, Wright & Stearns counties)
New Prague	Wage Area C-1	(Scott, LeSueur & Rice counties)
Hazelwood	Wage Area C-1	(Rice & Dakota counties)
Northfield	Wage Area C-1	(Rice and Dakota counties)
New Auburn and Gaylord	Wage Area C-2	(Sibley County)

ARTICLE 5

Union Security

There shall be no discrimination against any employee because of race, color, creed, political/religious beliefs, sex, disability, national origin, marital status or age. Wherever the terms "man" or "men" are used in this Agreement, it is understood that these references or any other references, are generic and shall apply equally to the female gender.

The Employer shall not discriminate against any employee as long as the employee is performing work assigned in a safe, normal and workmanlike manner.

The Unions recognized under Article 3 of this Agreement shall be entitled to union security to the extent that each employee in the collective bargaining unit represented by such Union shall on the eighth (8th) day following the beginning of employment in such collective bargaining unit by such Employer under the coverage of this Agreement or the effective date of this Agreement whichever is later, be required to become and remain a member in good standing of such Union as a condition of employment. "In good standing" for the purposes of this Agreement, is defined to mean the payment of a standard initiation fee and standard regular monthly dues, uniformly required as a condition of acquiring or retaining membership in the Union.

ARTICLE 6

Insurance and Taxes

The Employer agrees to carry any and all insurance and pay all applicable taxes as provided by applicable State and Federal laws.

The Employer further agrees to pay the State Workers' Compensation Insurance and into the State Unemployment Compensation Fund such amounts as are due under State and Federal laws.

ARTICLE 7

Grievances, Disputes and Arbitration

- A. Any controversy over the interpretation of or adherence to the terms of this Agreement shall first be attempted to be resolved between the Union and the Employer. Any controversy or grievance shall be deemed to be waived unless submitted in writing within ten (10) working days after the first occurrence of the event or knowledge of the condition giving rise to the grievance.
- B. If a satisfactory settlement cannot be reached within five (5) working days the matter may be brought to the AGC-Basic Trades Dispute Board if both parties agree in writing. In such case the grievance

ing party shall submit a written statement of the claim and facts of the matter to other parties including the Employer, the Union and the AGC. (The rules of the Disputes Board shall be those already adopted by the Joint Committee).

Both parties must sign the Agreement to bring the matter to the Disputes Board. Both parties must sign the document binding them to the Board decision. If either party does not attend the meeting after signing above and being notified of the meeting date and time, a decision will be rendered though they are not present.

Decisions of the Disputes Board will be drafted at the conclusion of the meeting, signed by members of the Board, and distributed to both parties at that time.

- C. The disputes board is to be made up of equal numbers of Management and Labor representatives, who will meet regularly to settle any disputes, (other than jurisdictional disputes) to avoid work stoppages, or other problems affecting productivity. This Board shall have no power to add to, delete, or modify, any of the terms or provisions of this Agreement. All decisions of the Disputes Board shall be final and binding on the parties. If either party, after signing above documents, refuses to abide by the decision of the Disputes Board, economic action may be taken by the other party.
- D. Should the Disputes Board, as established, be unable to reach a decision on the matter before it, or because of a deadlock (lack of majority) or if either party refuses to use the Joint Disputes Board then the matter may be referred to a Board of Arbitration that shall operate in the following manner: The Union shall appoint an Arbitrator and the Employer shall appoint an Arbitrator within ten (10) working days and the two Arbitrators thus selected shall appoint a Neutral Chairman. In the event of the failure of the Arbitrators selected by the parties to agree on a Neutral Chairman within ten (10) working days after the dispute is referred to arbitration, they shall ask the Federal Mediation and Conciliation Service for a list of five (5) names from which the aggrieved party shall strike the first two (2) names and the other party shall then strike two (2) names, and the final name shall be selected as the Neutral Chairman. The Neutral Chairman thus selected shall set the time and place for hearings, which shall begin no later than ten (10) working days after his selection, with the final decision to be handed down in not more than ten (10) working days after the last hearing is held. The time may be extended by mutual agreement between the parties. The decision of the Arbitrators shall be final and binding on signatories to this Agreement who are parties to the dispute; provided, however, that the Arbitrators shall have no power to add to, delete, or modify any provisions of this Agreement.

The Employer will pay all expenses of his Arbitrator and the Union will pay all expenses of its Arbitrator, and the Employer and the Union will share equally all fees and expenses of the Neutral Chairman.

All work and other conditions prevailing immediately prior to the raising of the question to be decided under this Article shall remain unchanged until final decision has been reached hereunder.

ARTICLE 8

Management

- A. Management reserves the right to manage its jobs to the best interest of Management; the right to retain or dispense with employees for cause; to reduce or increase the number of employees needed on each project, crew, activity or piece of equipment.
- B. Management has the right to determine reasonable employment qualifications of employees and may discharge any employee whose work is unsatisfactory or who fails to observe reasonable regulations or safety precautions prescribed by the Employer or any governmental agency. The employee shall use any tool, equipment, machinery, new material and products or procedure of his craft required by the Employer.

ARTICLE 9

Safety

- A. Accident and injury free operations shall be the goal of all Employers and employees. To this end the Employer and the employee will, to the best of their ability abide by and live up to the requirement of the several State and Federal Construction Safety Codes and Regulations.
- B. To this end the Employer shall from time to time issue rules or notices to his employees regarding on the job safety requirements. Any employee violating such rules or notices may be subject to disciplinary action. No employee may be discharged for refusing to work under unsafe conditions.
- C. OSHA Training see ARTICLE 24B

ARTICLE 10

Pickets, Banners, Strikes, Lockouts, and Work Interference

- A. The employer shall not require an employee to go through a primary picket line or banner to work. It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event any employee decided not to cross a primary picket line or banner. This clause shall not apply to secondary pick-

et lines or banners and it shall not apply to jurisdictional picket lines or banners. (See Letter of Understanding)

- B. The Union and the Employer agree that there will be no strike, work stoppage, walkout or other interference with the Employer's business affairs by the Union or members thereof, and there shall be no lockout during the life of this Agreement without first giving AGC or the Employer and the Union 48 hours written notice and sending the dispute through procedures established in Article 7.
- C. Spread-work tactics, slow-down, stand-by crews, forcing of overtime is condemned by both parties.
- D. The Employer agrees not to request or instruct any employee covered by this Agreement except designated Watchmen or Supervisory Employees to go through a picket line except to honor a picket line of any Local Union not based in Minnesota without first notifying the AGC and attempting to resolve the controversy.
- E. The Unions agree there shall be no cessation of work or any recognition of picket lines of any Union, without first giving notice to AGC or the Employer.
- F. The Unions will not honor any jurisdictional banner.
- G. The Union may not require rotation of employees during the life of this Agreement, other than Apprentices shifted for purposes of training.
- H. The AGC or its Employer member's signatory to this Agreement will not sue the Local Union for refusal to require men to go through a separate gate. The individual employee who voluntarily refuses to go through a separate gate will not be discharged or disciplined and may be re-hired if work is available, but without back pay.

ARTICLE 11

Subcontractors

WORK PRESERVATION

To protect and preserve, for the employees and their Employers covered by this Agreement, work traditionally having been performed by the Employers and assigned to employees under this Agreement or its predecessor Agreements, and to prevent intentional interference with the protection and preservation of such work, it is agreed as follows:

SUBCONTRACTING

There are four (4) different districts relating to subcontracting, basically along county lines; however where cities or towns fall on Boundary lines, the city limits or towns are referenced separately at the end of the article under the heading "Cities and Towns on Boundary Lines,"

and are covered by the subcontracting language applicable to those areas.

SUBCONTRACTING LANGUAGE FOR DISTRICT 1 ONLY

With regard to work traditionally having been performed by the Employers and assigned to employees under this Agreement or its predecessor Agreements on the job-site, if the Employer subcontracts such work to a subcontractor, the Employer shall require that such subcontractor be signatory to a current collective bargaining agreement with the Union covering such work.

This provision shall be enforceable through Article 7, Settlement of Disputes. In addition to any amount payable to the joint Employer/Union Trust Funds covering pensions, health and welfare and vacation and/or the joint apprenticeship program, an arbitrator enforcing this Agreement shall have authority to award other damages to be payable to one or more of the above Employer/Union Trust Funds.

The above language pertains to District 1 only, which shall consist of Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Kanabec, Pine, Ramsey, Scott, Sherburne, Washington and Wright counties in Minnesota, and the territory in Wisconsin described in Article 4 of this contract; (excluding the City of St. Cloud and extending 20 miles beyond the city limits in Sherburne County), the city limits of Red Wing and extending 20 miles beyond the city limits in Goodhue County in Minnesota and the territory in Wisconsin described in Article 4 of this contract. (See "Cities or Towns on Boundary Lines")

SUBCONTRACTING LANGUAGE FOR DISTRICT 2 ONLY

If the Employer subcontracts carpentry work to be performed at the jobsite, the Employer shall require the subcontractor to sign a Subcontract Agreement containing the following provision:

"The subcontractor agrees to comply with the provisions relating to wages, fringe benefits, premium pay and on-the-job working conditions in the current collective bargaining agreement entered into between the AGC and the Lakes and Plains Regional Council of Carpenters & Joiners for the duration of the Employer's project."

The Employer shall require the subcontractor to sign a Subcontract Agreement containing the foregoing provision only when performing carpentry work on the project, and when the subcontractor does not represent to the Employer that he has an established building trade's collective bargaining agreement covering the affected classification of work.

The above language pertains to District 2 only, which shall consist of Meeker, McLeod, LeSueur, Rice, Goodhue (Note: See Red Wing exclu-

sion in cities or towns on Boundary lines), Wabasha, Blue Earth, Waseca, Steele, Dodge, Olmsted, Winona, Faribault, Freeborn, Mower, Fillmore, Houston and the portions of Sibley and Nicollet counties east of the following roads shall be in Subcontracting District 2; starting at Highway 22 on the northern Sibley County line and proceeding south to the town of New Sweden in Nicollet County, and then continuing south on Highway 111 to the town of Nicollet and then continuing south on #23 to the south line of Nicollet County. NOTE: Extending 20 miles beyond the town or city limits of New Auburn, Gaylord, New Sweden and Nicollet shall be in Subcontracting District 4. (See "Cities or Towns on Boundary Lines")

SUBCONTRACTING LANGUAGE FOR DISTRICT 3 ONLY

1. If the Employer subcontracts bargaining unit work, the Employer will subcontract such work only to another Employer which has a current collective bargaining agreement with this Union covering such bargaining unit work.
2. Where the Employer is competing against non-union prime contractors, or where Union subcontractors are not available, or where the project owner designates certain non-union subcontractors to be used on the project, the contractor shall notify the Union who the non-signatory contractor is, and provide the total wage package to be paid to employees of this subcontractor in writing, in a timely manner.
3. It is agreed that not more than one (1) non-signatory subcontractor, limited to one phase (i.e. drywall/steel framing, wood framing, roofing, etc.) of bargaining unit work on a jobsite shall be utilized, as specified in Paragraph 2 above. All others shall comply with paragraph 1 of this subcontractor clause.

If the Employer is unable to comply with this Section (3) due to availability of signatory subcontractors, it is agreed that the Union and the Employer will convene to resolve the problem.

The above language pertains to District 3 only, which consists of Stearns counties and the area surrounding the City of St. Cloud and extending 20 miles beyond the city limits in Sherburne County. (See "Cities or Towns on Boundary Lines")

SUBCONTRACTING LANGUAGE FOR DISTRICT 4 ONLY

The parties agree to not subcontract any work that the contractor normally performs in order to avoid the terms and conditions of this Agreement. They also agree that it is mutually desirable to have work performed by subcontractors working for the contractor who is a party to the Agreement, subject to the terms of this Agreement, and the contractor will, in letting subcontracts, endeavor to obtain this objective.

The above language pertains to District 4 only, which consists of Traverse, Grant, Douglas, Todd, Big Stone, Stevens, Pope, Lac Qui Parle, Swift Chippewa, Kandiyohi, Yellow Medicine, Renville, Lincoln, Lyon, Redwood, Brown, Pipestone, Murray, Cottonwood, Watonwan, Rock, Nobles, Jackson and Martin counties, and the western portions of Sibley and Nicollet counties the following roads starting at Highway 22 on the northern Sibley County line and proceeding south to the town of New Sweden in Nicollet County, and then continuing south on Highway 111 to the town of Nicollet, and then continuing south on #23 to the south line of Nicollet County. NOTE: Extending 20 miles beyond the town or city limits of New Auburn, Gaylord, New Sweden and Nicollet shall be in Subcontracting District 4. (See "Cities or Towns on Boundary County Lines")

CITIES OR TOWNS ON BOUNDARY LINES

Each city or town listed below falls on or adjacent to county lines where there would normally be a change in subcontract language. There will be one subcontract district as shown below for each city or town, which will extend 20 miles beyond the city limits or town boundary.

Red Wing	District 1	(Goodhue County)
Belle Plaine	District 1	(Carver, Scott & Sibley counties)
Princeton	District 1	(Sherburne & Mille Lacs counties)
New Prague	District 2	(Scott & LeSueur counties)
Lake City	District 2	(Goodhue & Wabasha counties)
Bellechester	District 2	(Goodhue & Wabasha counties)
St. Cloud	District 3	(Sherburne, Benton & Stearns counties)
Motley	District 3	(Morrison, Todd & Cass counties)
Eden Valley	District 3	(Meeker & Stearns counties)
New Sweden & Nicollet	District 4	(Nicollet County)
Brooten	District 4	(Pope & Stearns counties)
New Auburn & Gaylord	District 4	(Sibley County)

ARTICLE 12

Union Representatives and Stewards

- A. Authorized Representatives of the Union may visit the job during working hours, but shall first make a reasonable effort to contact the job superintendent, or whoever is in charge of the job. In the event neither is available, said Representatives shall leave their business card in the job office before contacting employees. Said Representatives shall not unduly hinder or interfere with the

progress of the work and must comply with all safety regulations on the job.

- B. The Union Representatives shall have the right to designate a Steward from among the employees on the job, and shall notify the Employer, or his Representative on the job, in writing, of the designated Steward.
- C. The Steward shall not be docked for time spent in giving assistance to injured workmen or caring for his tools or clothing.
- D. The Steward shall not be discharged or transferred for performing the normal duties of a Steward in a reasonable manner.
- E. The Steward shall not be terminated except on completion of the job, until a hearing has been held before a committee composed of a Representative of the Employer and a Representative of the Union. Such hearing will be held within two (2) working days of said notice. If there is any disagreement as to the reason, the termination of the Steward shall be taken to the Disputes Board as per Article 7.

ARTICLE 13

Payroll Records

In case of a dispute arising over hours and wages, the Union shall have the right to examine the payroll records of the individual employee covered by this Agreement upon which there is a dispute. Prior to the actual examination, a written request shall be submitted to the Employer involved.

ARTICLE 14

Payday, Wage Payments and Call In Pay

- A. All regular, full time employees covered by this Agreement shall be paid in full each week. Not more than seven (7) days shall be held back, including payday.
- B. Wages shall be paid at or before the end of the shift on the designated payday. Employers may utilize alternative forms of pay check distribution such as mailing of pay checks or by direct deposit. If pay checks are mailed, they shall be mailed at least one (1) day prior to the Employer's designated payday based on the envelope's postmark to be considered timely. A two (2) hour penalty may be imposed for any violation of the above.
- C. An employee who is laid off or discharged shall receive all monies due in cash or negotiable check at time of layoff, or the employee's check shall be immediately mailed to the employee's last known address on the next working day. If the Employer does not mail the employee's pay check as provided by the envelope's postmark, a two (2) hour penalty shall be added for each working day after the day

it should have been mailed.

If an employee is laid off outside of the regular working hours, he shall receive four (4) hours pay for that day, unless such layoff is caused by conditions beyond the control of the Employer

- D. An employee who quits will be paid any wages due him at the next regular payday.
- E. The Employer agrees to provide the following information on employee's check stub: Hours, date, regular pay, overtime pay, gross pay, deductions, and net pay.
- F. The employee shall be given one (1) hour notice prior to layoff.
- G. When an employee is called to work, he shall receive two (2) hours pay if not put to work, but he must remain on the jobsite in order to receive this two (2) hours pay.
- H. When an employee has been engaged by the Employer, either directly, or by a referral request made by the Employer of the Union is refused employment when arriving at work with his tools, he shall be paid four (4) hours time, provided he arrives within a reasonable period of time not to exceed four (4) hours provided such refusal of employment is not due to conditions beyond the control of the Employer.

If an employee is called to work and is directed to go to work, he shall receive a minimum of four (4) hours pay, but he must remain on the jobsite.

- I. These provisions, however, are not to be effective when work is unable to proceed because: (1) railroads or common carriers fail to make deliveries as scheduled; (2) the Engineer or Architect refuses to permit work; or (3) Acts of God or weather conditions will not permit work.
- J. Any employee who is given a pay check that is returned by a bank for insufficient funds shall receive an additional four (4) hours pay. An employee that loses a pay check shall be responsible for the stop payment charges.
- K. In the event that the Employer deliberately violates the provisions of the foregoing Articles or deliberately violates any provisions of this Agreement relating to wages, hours of work, overtime differentials and vacations, any back pay owed to the employee because of such violations shall be paid by the Employer at the rate of two times the standard straight time and overtime rate. Reasonable evidence of clerical error or honest mistake in interpretation of this Agreement shall exempt the Employer from the double penalty provisions, and in such case the Employer shall be required to pay only the actual amount of back pay involved, at the standard straight time and overtime rate.

ARTICLE 15

Fringe Benefits

The Employer agrees to contribute every month, not later than the 15th of the following month, hereinafter called the "due date," such sums for Pension, Health and Welfare, Vacation, Delta Dental, Apprenticeship and Promotion Funds as they may be established, an amount for each hour worked by all employees covered by this Agreement. Each payment shall be accompanied by a report in a form as specified by the Trustees. The Funds' Trustees shall equally represent the Union and the Employer. The terms of the Trust Agreement establishing those Funds are hereby incorporated as a part hereof.

- A. An Employer shall be considered "delinquent" for a particular work month (or work week in the case of Employers on weekly reporting under (c) below) if its required report and the proper payment for that month (week) are not postmarked on or before the 15th day of the following month (Friday of the following week) (the "due date"), irrespective of whether such delinquency is willful or otherwise.
- B. Contributions which are delinquent as defined in (A) above shall be deemed to be "unpaid contributions" for purposes of the Funds' remedies pursuant to this Agreement and applicable law. An Employer who is delinquent and has unpaid contributions shall be required to pay to the Funds an additional amount of 10% of the amount of the unpaid contributions as liquidated damages together with interest on the unpaid contributions as specified in the Trust Agreement, or if greater, two times the specified interest on the unpaid contributions.
- C. In addition to other remedies provided herein, if an Employer is habitually delinquent, defined as being delinquent twice in a twelve (12) month period, the trustees may require a bond or a deposit of an estimated amount of future contributions and/or may require that the Employer make weekly fringe fund reports and payments for 26 consecutive weeks without further delinquency. "Weekly basis" shall mean that the Employer's report and payment for a particular work week shall be due on the Friday of the following week (the "due date"). An Employer's report and payment shall be considered "delinquent" if not postmarked on or before such day.
- D. The Employer may demand that the question of his failure to pay the amount due the Trusts be submitted to arbitration according to the Contract. Providing such request is submitted to the Union in writing within 72 hours after receipt of the above notice, and provided further that the Employer deposit in escrow with the Administrator of the Fund the amount of the claimed delinquent payments. Upon the filing of the request for arbitration and the

depositing of the amount in dispute, the Union will not engage in any economic activities pending the resolution of such dispute.

- E. Illustration of clauses A,B,C and D: If an Employer's report and payment for the January work month have not been postmarked before February 16, such contractor becomes delinquent at that point and must pay the full amount due, plus interest and 10% as liquidated damages or, if greater, double interest. In addition, the Employer shall be placed on the weekly reporting basis for work weeks commencing after February 16. Reports and payments shall then be due each week on the Friday of the week following the work week until the Employer has completed 26 consecutive weeks without further delinquency.
- F. The delinquent Employer shall also be required to pay all cost of collection actually incurred by the Trust Fund, including all attorney fees, service fees, filing fees, court reporter fees and all other fees, costs and disbursements incurred by or on behalf of the Trust Funds in collecting the amount due.
- G. Each Employer who is required to make payment to the Trust Funds shall promptly furnish to the Trustees or their authorized agents, on demand, all necessary employment and payroll records relating to its employees covered by this Agreement, including any other relevant information that may be required in connection with the administration of the Trust Funds. The Trustees or their authorized agents may examine such employment or payroll records whenever such examination is deemed necessary in connection with the proper administration of the Trust Funds upon authorization of the Trustees.
- If any Employer fails or refuses to furnish its payroll records to the Trustees or their authorized agents upon demand or refuses to afford the Trustees, or their authorized agents reasonable opportunity to examine the same in accordance with standard auditing procedures, the Trustees may enforce such right by legal action in which event all attorney fees, service fees, filing fees, court reporter fees, and other legal costs and disbursements, as well as the auditing fees and costs incurred in conducting such audit, shall be paid by such Employer on direction of the Trustees.
- H. The Unions shall also have the right to take economic action, including but not limited to the right to refuse to supply personnel, to enforce the rights enumerated in this Article on behalf of the Unions and the Trustees. The parties to this Agreement acknowledge that the provisions of this Agreement establishing rates of pay, wages, all hours of employment and other terms and conditions of employment, including fringe benefits, apply to employees employed in job classifications under this contract.

ARTICLE 16

Saving Clause

This Agreement is intended to be in conformity with all applicable and valid State and Federal laws, rules and regulations.

Any conflict between the provisions of this Agreement and the terms of any such laws and regulations shall cause the provisions of this Agreement so in conflict to be superseded or annulled but shall not supersede or annul the terms and provisions of this Agreement which are not so in conflict.

ARTICLE 17

Duration Dates and Entire Understanding

- A. This Agreement shall remain in full force and effect through April 30, 2007 in Areas A-1 and A-2; and April 30, 2005 in Areas B-1, B-2, C-1 and C-2.
- B. Any party has the right to terminate or amend this Agreement by giving notice to the other party sixty (60) days before the expiration of this Agreement. Failure to give such notice shall cause this Agreement to be renewed automatically for a further period of twelve (12) months.
- C. In the event such written notice is given, and a new Agreement is not signed before the expiration date of this Agreement, then this Agreement shall continue in force until a new Agreement is signed, negotiations are formally broken off, or until a strike or lockout occurs.
- D. All terms of this Agreement shall take effect May 1, 2001 for Areas B-1, B-2 C-1 and C-2 and May 10, 2004 for Area a-1 and A-2.
- E. This Agreement covers the entire understanding between the parties hereto. Matters which are not contained herein will be of no force or effect upon any party hereto, except the Letter of Understanding relating to Picket Lines signed on July 3, 1975.

ARTICLE 18

Wages

(For boundaries refer to Article 4, Scope of Agreement and Territorial Jurisdiction)

- A. The minimum scale of wages to be paid Journeymen Carpenters and Pile Drivers described in the Scope of Agreement of the Lakes and Plains Regional Council of Carpenters & Joiners, shall be as follows:
- B. Foreman: Where job conditions require an employee covered by this Agreement to exercise responsible control and direction over other employees covered by this Agreement, he shall receive Fore-

man's pay. The minimum scale for foremen shall be \$1.75 above the Journeyman scale of wages as shown.

General Foreman: When a contractor hires a General Foreman, the General Foreman will be paid \$1.85 over Foreman scale. The Employer has the final authority as to whether to hire a General Foreman.

- C. Where materials are brush coated or pressure treated with toxic carbolineum or toxic creosote prior to installation or handling, employees actually engaged in brush coating, installing or handling such materials, shall be paid \$.25 per hour additional. Installation shall include the framing, boring and bolting up of materials.

The above does not apply to demolition or removal of material regardless of whether such material had ever been brush coated or pressure treated with toxic carbolineum or toxic creosote.

- D. Work performed on Swing Stage or in Tunnel (defined as being underground, part of a building and not openly excavated) shall receive \$.25 per hour additional pay.
- E. Whenever provision is made under this Schedule for payment of rates of pay in excess of the minimum set forth in the first paragraph, such rates shall only be paid for the time during which the employees are actually engaged in the work for which such higher rate is established. This will also apply to Foremen.

RATES: (Commercial & Residential)

The following contributions to be paid monthly to Carpenters & Joiners Fringe funds, 2850 Metro Drive, Suite 404, Bloomington Minnesota 55425

COMMERCIAL RATES

AREA A-1 Metro

	Base Wage	Vac Dues	H&W Dental	D.B. Pens.	D.C. Pens	App. Fund	Total	CAF
5/10/04	\$27.87	1.05/.96	4.83	4.00	1.00	.33	40.04	.03
5/1/05	\$1.55 Package Increase						41.59	
5/1/06	\$1.50 Package Increase						43.09	

AREA A-2 Meeker and McLeod counties and the City of Red Wing, extending 5 miles outward.

5/10/04	\$23.02	1.05/.84	4.83	4.00	1.00	.33	35.07	.03
5/1/05	\$1.55 Package Increase						36.62	
5/1/06	\$1.50 Package Increase						38.12	

AREA B-1 Olmsted County

							CPI	
5/1/04	\$22.75	1.00/.80	4.83	3.35	.20	.23	.10	33.26 .03

AREA B-2 Goodhue (See A-2 for the City of Red Wing), Wabasha, Dodge, Fillmore, Mower, Houston and Winona Counties

	Base Wage	Vac Dues	H&W Dental	D.B. Pens.	D.C. Pens	App. Fund	CPI	Total	CAF
5/1/04	\$19.29	.25/.70	4.83	3.35	.20	.23	.10	28.95	.03

AREA C-1 NORTH Benton, Mille Lacs, Morrison and Stearns Counties and the city limits of St. Cloud and extending 5 miles outward beyond the city limits in Sherburne County.

	Base Wage	Vac Dues	H&W Dental	D.B. Pens.	D.C. Pens	App. Fund	Total	CAF
5/1/04	\$20.09	.75/.74	4.83	3.50	.70	.23	30.84	.03

AREA C-2 NORTH Traverse, Grant, Douglas, Todd, Big Stone, Stevens, Pope, Lac Qui Parle, Swift, Chippewa, Kandiyohi, Yellow Medicine & Renville counties.

5/1/04	\$16.53	.50/.63	4.83	3.17	.60	.23	26.49	.03
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AREA C-1 SOUTH LeSueur, Rice, Blue Earth, Waseca, Steele, Faribault, Freeborn and the eastern portion of Sibley and Nicollet counties

OVER 1,000,000 (1mill)

5/1/04	\$20.74	.55/.74	4.83	3.65	.10	.23	30.84	.03
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UNDER 1,000,000 (1 mill)

5/1/04	\$19.39	.00/.69	4.83	3.65	.10	.23	28.89	.03
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AREA C-2 SOUTH Lincoln, Lyon, Redwood, Brown, Pipestone, Murray, Cottonwood, Watonwan, Rock, Nobles, Jackson, Martin and the western portion of Sibley and Nicollet counties.

OVER 1,000,000 (1 mill)

5/1/04	\$17.05	.25/.64	4.83	3.39	.10	.23	26.49	.03
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UNDER 1,000,000 (1 mill)

5/1/04	\$15.46	.00/.58	4.83	3.14	.10	.23	24.34	.03
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RESIDENTIAL CONSTRUCTION DEFINITION

Any work above grade involved in the erection, remodeling or finishing of a wood frame structure, up to four (4) levels, that is intended for use as a residence or residences or as an appurtenance. Any portion of work included and done in conjunction with the residential portion of the base building (i.e. garage, community/party room, manager's office,

lobby, laundry area, etc.). This excludes interior tenant build-out of a commercial/retail space. Any portion of work in a building five (5) stories or less in total height intended for use as a residence or residences regardless of intended use of other portions of the building shall be deemed to be residential construction. (Note: includes wood framed licensed nursing homes, convalescent facilities and motels)

The remodeling of any structure four (4) stories or less in total height regardless of structural materials shall be deemed residential construction provided intended use is for a residence or residences.

RESIDENTIAL UTILITY CARPENTER (RUC) DEFINITION

All Residential Utility Carpenters (RUC) shall be registered with the Union. If the RUC is not registered with the Union, they will be considered a Journeyman. A Letter of Hire must be provided by the Employer when registering a RUC and prior to employment. A RUC must not be placed on a job until signed with the Union office. No RUC on commercial work.

RESIDENTIAL CONSTRUCTION WAGE RATE FOR JOURNEYMEN IN AREAS A-1 AND A-2 ONLY (See WAGE Map)

RESIDENTIAL CONSTRUCTION

AREAS A-1 and A-2

	Base Wage	Vac Dues	H&W Dental	Def. Pens.	Def. Pens.	App. Fund	Total	Ind. Fund
5/10/04	\$25.25	1.05/90	4.83	4.00	1.00	.33	37.36	.03

RESIDENTIAL RATES - WAGE AREAS B-1, B-2, C-1 AND C-2

Residential rates for Journeymen in all wage areas shall be \$2.00 less than commercial base wages, plus full fringes in each area, except as otherwise stated. (NOTE: In Areas C-1 and C-2 South it will be \$2.00 less than the "Over 1 million base rate").

APPRENTICESHIP RATES FOR COMMERCIAL & RESIDENTIAL

Residential and Commercial Apprentice rates in all wage areas shall be at the specified percentage of Wage Area A-1.

The area-wide Apprentice Wage Rate shall be a stated percentage of the Journeyman Area A-1 Commercial Base Wage for all wage areas. The applicable percentage wage shall be divided between the base rate, the vacation/dues and any pension contribution, other than the first one (1) dollar of Defined Benefit Pension contribution to apprentices 5000 hours and above.

SCHEDULE A – Percent of base journeyman wage, plus part of the fringe package

0 - 1000 hours	50%	Contact Apprenticeship office for current wage and fringe rates (651/646-7337)
1000 - 2000 hours	60%	
2000 - 3000 hours	65%	
3000 - 4000 hours	70%	
4000 - 5000 hours	75%	
5000 - 6000 hours	80%	
6000 - 7000 hours	85%	

When in Wage Areas outside of Area A-1, the hourly base wage paid an Apprentice reaches the hourly Journeyman base wage for that specific Wage Area, the Apprentice shall receive the Journeyman base hourly wage rate and the applicable Apprentice fringe benefits, until such time as they have completed any requirements of Apprenticeship as determined by the JAC.

All new Apprentices shall be registered through the Apprenticeship Office. If not registered, that worker will be considered a Journeyman. All Apprentices shall be governed by the provisions of the Carpenters Joint Apprenticeship Standards as adopted for this Agreement.

RESIDENTIAL UTILITY CARPENTERS (RUC) WAGE RATES

RUC Wages shall be a minimum of 40% of Residential Journeyman Base Wage Rate plus applicable Training Fund and Dues/Vacation amounts as determined by the Council.

	Wage	Trg. Fund	Dues	Total
5/10/04	\$10.11	.33	.48	10.92

Upon request the Apprenticeship Office will furnish the Employer with a list of all unemployed Apprentices and all RUC's. In the event of a layoff, the RUC shall be laid off before apprentices.

RATIOS - established on payroll basis

RATIOS - 1 Journeyman, 1 Apprentice and 1 RUC

Single Family Home Exception: Employers who build single family homes can utilize 1 Journeyman, 1 Apprentice and 2 RUC's.

HUD Exception: Employers employed on a HUD project may utilize 2 Apprentices to 1 Journeyman, except that at least 1 Apprentice must have over 4,000 hours.

ARTICLE 19

Travel Outside District - Area A-1 Only

- A. It is agreed that when employees covered by this Agreement are hired for work in Area A-1 and then directed by their Employer to work outside the territorial jurisdiction of Area A-1 in this Agreement and 65 miles or more from their home of record, traveling time to and from the job shall be paid. In addition they shall be paid

a mileage allowance of \$.28 per mile from their home of record to the job and return each day worked. The mileage allowance shall apply only to the driver and not to passengers. When said employee is directed by his Employer to remain away from home overnight, board and lodging shall be paid for at the rate of \$30.00 per day for each day so directed and no mileage shall be paid for that day. They shall be paid not less than the scale of wages provided for in this Agreement, and if the scale is higher where such work is performed than provided for in this Agreement, such higher prevailing rate shall be paid.

- B. For the purpose of the Wage and Hours Regulations, travel and subsistence allowance shall be paid on a separate check apart from wages.

ARTICLE 20

Parking

- A. Effective May 1, 2002 the Employer shall reimburse employees to a maximum of five dollars (\$5.00) per day for parking in downtown Minneapolis/ St. Paul when provided with a receipt by the employee. The Employer has the option of providing parking or shuttle service.
- B. The Employer shall provide free parking at the University of Minnesota, Minneapolis and St. Paul campuses.

ARTICLE 21

Work Break

The employee shall be entitled to a break in the forenoon and afternoon, and shall not otherwise hinder the progress of the job. The break shall not exceed ten (10) minutes, to be taken in the close proximity of the employees work station.

ARTICLE 22

Hours

- A. The standard work day shall consist of eight (8) hours between the hours of 8:00 a.m. and 4:30 p.m., except by mutual agreement between the Employer and the Union; the hours may be adjusted up to two hours earlier to promote the efficiency of the job. The standard work week shall consist of forty (40) hours in any one (1) week, Monday through Friday.
- B. Overtime worked between the hours of 8:00 a.m. Monday and to midnight Saturday shall be at the rate of time and one-half. All work done between Saturday midnight and the following Monday at 8:00 a.m. shall be at the rate of double time with the exception of shift work, and where earlier starting hour is permitted. It shall

be understood that there shall be no pyramiding of overtime.

- C. No Carpenter or Pile Driver shall work on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day, unless in case of necessity for which double time shall be paid. When any of the above holidays to be observed falls on Saturday, then the preceding Friday shall be observed as such. If it falls on Sunday, then the following Monday shall be celebrated as such by employees covered under this Contract.

**D. FOUR-TEN WORK WEEK EXCEPTION
AREAS B-1, B-2 AND C-1 ONLY**

Four-tens: During the term of this Agreement, an Employer may establish a scheduled four (4) ten (10) hour work days, Monday through Thursday, between the 1st Saturday of April and the last Saturday of October by mutual agreement with the Union. When a scheduled 4-10 hour work week is in use, any hours worked in excess of 10 hours in any one work day or on Friday shall be paid time and one-half (1-1/2). An additional ten (1) minute break shall be observed after the 10th hour if work is to be continued.

AREA C-2 AND MCLEOD AND MEEKER COUNTIES

Four (4) ten (10) hour days, Monday through Thursday in Wage Area C-2 and McLeod and Meeker counties is permitted, with Friday as a make-up day if time is lost due to inclement weather Monday through Thursday of a scheduled four 10 hour work week. If an employee declines to work Friday as a make-up day, that employee shall not be penalized.

- E. **RESIDENTIAL CONSTRUCTION WORK ONLY** – If an employee is prevented from working by reason of inclement weather, Saturday or any part thereof may be worked as a makeup day at the straight time hourly rate. All work performed in excess of forty (40) hours, or eight (8) hours in any one day will be paid at time and one-half (1-1/2). If an employee declines to work Saturday as a make-up day, that employee shall not be penalized. Sundays and Holidays may not be used as a make-up day.
- F. When conditions make it necessary to work more than one shift, any extra shifts shall be considered night shifts and shall work seven (7) hours and receive eight (8) hours pay. An unpaid rest period of at least one-half (1/2) hour shall be taken in the middle of all shifts; the same men shall not work on more than one (1) shift; no extra shifts shall be started for less than four (4) days.
- G. It is agreed that in situations beyond the control of the Employer, in owner occupied buildings or facilities, the Employer may schedule all work, or portions of work, which starts and ends outside the

standard work day, during the standard work week. Provided such work is not part of a scheduled multiple shift operation, the first 8 hours of work shall be at the applicable straight time rate. The Employer will provide the union with advance notification that work is being performed outside the regular work schedule.

- H. If an employee is required to work six (6) consecutive hours without a meal break of thirty (30) consecutive minutes, he shall be compensated for the thirty (30) minutes so worked at the applicable rate of pay. This shall not be construed to deny any employee time to eat his meal.

ARTICLE 23

Tools

The Employer shall provide a proper tool shed for the Carpenters and Pile Drivers to store their tools. A place shall be provided with sufficient quarters for them to keep their lunch and eat in, this place to be adequately heated in cold weather. While tools are in the care, custody, and control of the Employer, the Employer shall indemnify each employee for tool losses caused by fire, wind, burglary, theft and forcible entry up to a maximum of \$600.00. The Employer may request employees to provide an itemized list of their tools on the job. The Employer shall furnish all safety equipment, power tools, cords and electrical accessories (to include rechargeable tools). No employee shall be required as a condition of employment to furnish his own truck. The Employer shall provide sanitary drinking water and toilets. The Employer shall pay for sharpening of saws.

The Employer may establish a system of signing out for tools or equipment that are the property of the Employer and used by the employee. If the tools are not returned, the Employer is allowed to deduct an amount representing the reasonable value of the missing item from the wages of the employee that has signed out for the tool or piece of equipment. This does not include when tools and equipment are stolen; employees shall report thefts to the Employer immediately. The Employer may only deduct an amount representing the reasonable value of the missing item.

ARTICLE 24

Training Fund

- A. The Employer shall contribute thirty three cents (.33) per hour for each hour worked to a Training Fund to be known as the Twin City Carpenters Apprenticeship and Training Fund under a Trust Agreement, copies of which the Employer will receive and to which the Employer shall be automatically bound. A portion of the per hour contribution shall be contributed to UBC National Funds.

- B. The parties to this Agreement recognize that OSHA requires that workers are trained in safety matters in order to be employed on work sites and employers may require such training to be a condition of employment. It is also recognized that the cost of providing this training is the responsibility of the Employer, but is also for the benefit of the employee, and therefore time spent in training will not be compensated. This training shall be administered by the Joint Apprenticeship Committee.
- C. The parties agree to sponsor a "Recruitment Program" which will allow high school students to work on construction sites under supervision of a journeyman according to the guidelines/rules adopted by the Minnesota Department of Children, Families and Learning. The program shall be supervised by the Joint Apprenticeship Committee.
- D. The Union agrees to actively participate with the Employer in formulating and implementing apprenticeship and training programs that are needed by the industry. The Union and the Employer agree to cooperate and utilize the services of a trained specialist to develop plans and programs to improve the present plan. The cost of these programs will be borne by the Fund.

ARTICLE 25

Working Dues/Dues Check-Off

During the term of this Agreement and in accordance with the terms of an individual and voluntary written authorization for check-off of membership dues in form permitted by the provisions of Section 302(c) of the Labor Management Relations Act of 1947, as amended, the Employer agrees to deduct once each week from the wages of each employee covered by this Agreement, who signs said authorization, a certain amount of money per hour for each hour worked by said employee during the week. The specific amount of money to be deducted shall be determined by the Union, from time to time, in accordance with its constitution and by-laws, and the Union shall notify the Employer, in writing, from time to time as changed by the Union, of the specific amount of money to be deducted. The amount deducted shall be payable to the fringe fund administrator on behalf of the Lakes and Plains Regional Council of Carpenters & Joiners, for and on behalf of its affiliated Local Unions, monthly by the fifteenth (15th) day of the month following the month in which the required amount is deducted, and such amount shall be remitted in accordance with all of the applicable provisions and requirements of Article 15 above. The Union shall be responsible for obtaining necessary authorization forms.

ARTICLE 26

Contract Administration Fund

Effective May 1, 1995 and continuing thereafter during the term of this Agreement, contractors signatory to this Agreement shall pay three cents (.03) per hour worked to a Contract Administration Fund (CAF).

All money collected as provided herein shall be remitted to the office of the fringe benefit fund administrator not later than the fifteenth (15th) day of the month following the month in which the work was performed.

The Contract Administration Fund shall be administered solely by the Associated General Contractors of Minnesota and shall be used entirely for purposes associated with the negotiation and administration of this contract and related fringe benefit funds

ARTICLE 27

Labor Management Programs

A. The Labor User Contractor Committee Joint Labor-Management Uniform Drug/Alcohol Abuse Program, copies of which are on file with the AGC of Minnesota and the Lakes and Plains Regional Council of Carpenters & Joiners, is incorporated herein by reference and is made a part of the collective bargaining agreement between the Lakes and Plains Regional Council of Carpenters & Joiners and the Associated General Contractors of Minnesota.

Employers may require drug and alcohol testing of employees and applicants for employment, including random testing if the Employer has adopted a written drug and alcohol testing policy complying with the provisions of the LUC program and applicable statutes. The parties agree to establish provisions to allow the contractors to perform random drug/alcohol testing in accordance with applicable statutes, providing the Lakes and Plains Regional Council has representation in the development of these provisions and is in agreement with the final draft.

B. **Workers' Compensation Program:** It is agreed to establish an optional jointly managed Workers' Compensation Program, providing the Lakes and Plains Regional Council of Carpenters & Joiners is in agreement with the final draft of said program, and has representation as a trustee of the same.

Workers' Compensation Program- AGC of Minnesota and Lakes and Plains Regional Council of Carpenters & Joiners hereby agree to enter into an Agreement and Declaration of Trust for the establishment of the AGC of Minnesota-Basic Construction Crafts Workers' Compensation Fund (hereinafter "the Fund") to provide work-

ers' compensation benefits to eligible employees under this Collective Bargaining Agreement. This Fund will be administered by an equal number of Employer trustees and Union trustees and will be funded from contributions from employers on behalf of employees covered by this Collective Bargaining Agreement.

The operation of the Workers' Compensation program will be determined by the trustees in accordance with the Agreement and Declaration of Trust of the Fund. The parties hereto agree to be bound by the Agreement and Declaration of Trust establishing the Fund, together with any amendments thereto and regulations established by the trustees, and the parties hereby designate as their representatives on the Board of Trustees such trustees as are named pursuant to the Trust Agreement, together with any successors who may be appointed pursuant to the Agreement and Declaration of Trust. The parties hereto agree to be bound by the delinquency collection procedures established by the trustees of the Fund, as may be revised from time to time.

It is the purpose of this Trust Fund to provide employees who claim compensable personal injuries and occupational diseases occurring under Minnesota Workers' Compensation laws with benefits required by law. The amount of contributions to this Fund shall be established by the trustees and may be changed from time to time.

- C. The St. Paul and Minneapolis Builders Division of Associated General Contractors of Minnesota, and the Lakes and Plains Regional Council of Carpenters & Joiners agree this Letter of Understanding applies to Article 10.

ACCEPTANCE OF BUILDING AGREEMENT

between

Associated General Contractors of Minnesota

and

**Lakes and Plains Regional Council
of Carpenters & Joiners**

WAGE AREAS A-1 and A-2

2004, 2005, 2006

(Expires April 30, 2007)

WAGE AREAS B-1, B-2, C-1 and C-2

2001, 2002, 2003, 2004

(Expires April 30, 2005)

**Associated General Contractors
of Minnesota**

A handwritten signature in black ink, appearing to read "David C. General", written over a horizontal line.

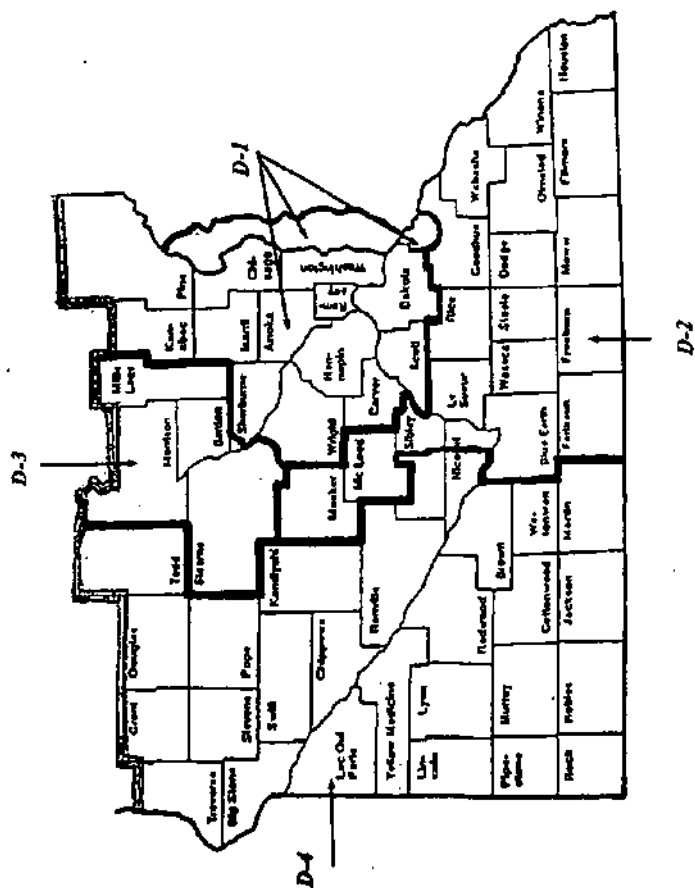
Date: 8/16/2004

**Lakes and Plains Regional Council of
Carpenters & Joiners**

A handwritten signature in black ink, appearing to read "Scott Malcom", written over a horizontal line.

Date: 8/12/2004

Subcontracting Districts



AGREEMENT
between
Lakes and Plains Regional Council of
Carpenters & Joiners
and
Carpentry Contractors Association
and
Minnesota Drywall and Plaster Association

•
Wage Areas A-1 and A-2
2004 • 2005 • 2006
(Expires April 30, 2007)
•

Wage Areas B-1, B-2, C-1 and C-2 North/South
2001 • 2002 • 2003 • 2004
(Expires April 30, 2005)

ARTICLE 1
Considerations for Agreement

In consideration of the mutual promises of the parties and their mutual purposes to establish, maintain and promote sound harmonious labor relations, this Agreement is made this 1st day of May 2001 by and between the Carpentry Contractors Association and the Minnesota Drywall and Plaster Association (formerly the Gypsum Drywall Contractors Association) on behalf of all contractors signatory to this Agreement, hereinafter known as the "CCA" and "MDPA" or "Employers" and the Lakes and Plains Regional Council of Carpenters & Joiners, representing Carpenters and Pile Drivers, hereinafter known as the "Council", for the purposes of establishing rates of pay, hours of employment and other terms and provisions concerning employment relations and collective bargaining, and represents the entire understanding between the aforesaid parties.

ARTICLE 2
Designation of Parties

The Carpentry Contractors Association (CCA) and Minnesota Drywall and Plaster Association (MDPA) are comprised of specialty contractors, general contractors and residential contractors; all of which employ union carpenters. The CCA and MDPA shall represent signatory contractors for all purposes regarding this Agreement. The Lakes and Plains Regional Council of Carpenters & Joiners affiliated with

the United Brotherhood of Carpenters & Joiners of America shall represent all Carpenters and Pile Drivers and their Apprentices for all purposes regarding this Agreement.

ARTICLE 3

Union Recognition

- A. said Council is hereby voluntarily recognized hereunder by the Employers as the exclusive representative of said employees within said collective bargaining unit. Said Union so recognized hereby agrees that it and the International Union with which it is affiliated are qualified for recognition by the National Labor Relations Board in accordance with the Labor Management Relations Act (LMRA) of 1947, as amended.

ARTICLE 4

Scope of Agreement and Territorial Jurisdiction

This Agreement shall cover work traditionally performed by the Employers and assigned to employees under this Agreement or predecessor Agreements, anywhere within the geographical jurisdiction of this Agreement.

This Agreement shall cover all the State of Minnesota south of the north lines of Traverse, Grant, Douglas, Todd, Morrison, Mille Lacs, Kanabec and Pine counties. It shall also include the following territory in Wisconsin east of the St. Croix River; Highway 70 to Grantsburg, Wisconsin, then Highway 87 to the intersection of Highway 48, then Highway 48 to the intersection of Highway 35, then Highway 35 to the intersection of Highway 8, then U.S. Highway 8 to the intersection of Highway 65 to River Falls, then Highway 29 to Prescott and across to Hastings. Any city or village located in this line in Wisconsin shall be in the jurisdiction of the Lakes and Plains Regional Council of Carpenters & Joiners.

There are wage packages within this contract, basically along county lines, however where cities or towns fall on county lines, the city limits are usually in more than one county. These cities or towns are referenced separately at the end of this Article under the heading "Cities or Towns on Boundary lines."

AREA A shall have two wage packages, A-1 and A-2

Area A-1 shall consist of Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Kanabec, Pine, Ramsey, Scott, Sherburne, Washington and Wright counties in Minnesota and the territory in Wisconsin described above in this article.

EXCEPTION: In Sherburne County, the portion extending 5 miles beyond the city limits of St. Cloud shall be in Wage Area C-1.

Area A-2 shall consist of Meeker and McLeod counties and the city limits of Red Wing and extending 5 miles outward.

AREA B shall have two wage packages, B-1 and B-2

Area B-1 shall consist of Olmsted County

Area B-2 shall consist of Goodhue (See A-2 for the City of Red Wing), Wabasha, Dodge, Winona, Mower, Fillmore and Houston counties.

AREA C shall have two packages, C-1 and C-2

Area C-1 consists of Morrison, Mille Lacs, Stearns, Benton, and in Sherburne County the portion extending 5 miles beyond the city limits of St. Cloud, Le Sueur, Rice, Blue Earth, Waseca, Steele, Faribault and Freeborn counties, and the portions of Sibley and Nicollet counties east of the following roads; starting at Highway 22 on the northern Sibley County line and proceeding south to the town of New Sweden in Nicollet County, and then continuing south on Highway 111 to the town of Nicollet and then continuing south on #23 to the south line of Nicollet County.

Area C-2 consists of Traverse, Grant, Douglas, Todd, Pope, Stevens, Big Stone, Swift, Kandiyohi, Chippewa, Lac Qui Parle, Yellow Medicine, Renville, Lincoln, Lyon, Redwood, Brown, Pipestone, Murray, Cottonwood, Watonwan, Rock, Noble, Jackson and Martin counties, and the portions of Sibley and Nicollet counties, west of the following roads shall be in Wage Area C-2, starting at Highway 22 on the northern Sibley County line and proceeding south to the town of New Sweden in Nicollet County, and then continuing south on Highway 111 to the town of Nicollet and then continuing south on Highway #23 to the south line of Nicollet County.

Note: Extending 5 miles beyond the town or city limits of New Auburn, Gaylord, New Sweden and Nicollet shall be in Wage Area C-2.

CITIES OR TOWNS ON BOUNDARY LINES

Each city or town listed below falls on or adjacent to boundary lines, where there would normally be a wage rate difference. There will be one wage rate as shown below for each city or town, which will extend 5 miles beyond the city limits of town boundary

Belle Plaine	Wage Area A-1	(Carver, Scott & Sibley counties)
Princeton	Wage Area A-1	(Sherburne & Mille Lacs counties)
Eden Valley	Wage Area A-2	(Stearns & Meeker counties)
Red Wing	Wage Area A-2	(Goodhue & Dakota counties)
Cannon Falls	Wage Area B-2	(Goodhue & Dakota counties)

St. Cloud	Wage Area C-1	(Stearns, Benton & Sherburne counties)
Motley	Wage Area C-1	(Todd, Morrison & Cass counties)
Brooten	Wage Area C-1	(Sherburne, Stearns & Benton counties)
Clearwater	Wage Area C-1	(Sherburne, Wright & Stearns counties)
New Prague	Wage Area C-1	(Scott, LaSueur & Rice counties)
Hazelwood	Wage Area C-1	(Rice & Dakota counties)
Northfield	Wage Area C-1	(Rice and Dakota counties)
New Auburn and Gaylord	Wage Area C-2	(Sibley County)
New Sweden and Nicollet	Wage Area C-2	(Nicollet County)

ARTICLE 5

Union Security

There shall be no discrimination against any employee because of race, color, creed, political, religious beliefs, sex, disability, national origin, marital status, disability or age.

The Employer shall not discriminate against any employee, as long as the employee is performing work assigned in a safe, normal and workmanlike manner.

Each of the Unions recognized under Article 3 of this Agreement shall be entitled to union security, to the extent that each employee in the collective bargaining unit represented by such union shall be required to become and remain a member of such union in good standing as a condition of employment from and after the eighth (8th) day after the latest of the following events. "In good standing", for the purposes of this Agreement is defined to mean the payment of a standard initiation fee and standard regular monthly dues, uniformly required as a condition of acquiring or retaining membership in the Union.

- 1) The beginning of employment with such employer
- 2) The effective date of this Agreement

The Employer shall dismiss each employee who fails to comply with this Union Security provision, provided that:

- 1) The employee was requested to join the Union by an authorized representative of the Union; and
- 2) Such dismissal shall not be required until a responsible repre-

sentative of the Employer on the job has been furnished a written notification by an authorized representative of the Union so to do.

The written notification shall state:

(Name of Employee) began employment more than eight (8) days prior to the date below. More than eight (8) days have elapsed since this employee began employment. This employee was requested to join the Union by an authorized representative of the Union. This employee has refused to tender to the Union the current dues and initiation fees uniformly required of members of the Union. Under the provisions of Article 5, we demand that this employee be discharged from your employ.

Authorized Signature _____

Union _____

Date _____

ARTICLE 6

Insurance and Taxes

The Employer shall carry Worker's Compensation Insurance, Social Security and Unemployment Insurance on all employees covered by this Agreement.

Where work is performed under circumstances that the provisions of the Minnesota Unemployment Compensation Law are not applicable, the Employer agrees to elect to be covered pursuant to Minnesota Statutes, Section 268.042, Subdivision 3.

ARTICLE 7

Grievances, Disputes and Arbitration

- A. There shall be established a Joint Trade Board, which shall have charge of the enforcement and interpretation of the working agreement, as well as duties specifically mentioned herein. They shall meet no less than thirty (30) days after any written notice of a grievance to settle a dispute. Each grievance shall be deemed to be waived unless submitted in writing to the parties for resolution within ten (10) days after the event giving rise to the grievance occurs. A copy thereof shall be sent to the Association
- B. The Union and the Employers shall elect or appoint three (3) members each, and such members shall serve for one (1) year on the Joint Trade Board or until their successors have been appointed.
- C. The Joint Trade Board shall elect a Chairperson and a Secretary from the committee. The duties of the Chairperson shall be to con-

duct all meetings of the committee. The duties of the Secretary shall be to keep a complete record of the minutes of meetings and correspondence, and shall notify Board members of any special meeting called by the Union and/or contractors. Also, the Secretary shall furnish each member with a legible copy of all minutes and correspondence.

- D. If the Joint Trade Board is unable to arrive at a mutually agreeable solution to a problem brought before it, a neutral arbitrator who shall be selected by the Joint Trade Board shall hear the case and issue a decision, which shall be final and binding on all parties involved. In the event the Joint Trade Board is unable to agree on a neutral arbitrator within ten (10) days, the arbitrator shall be selected by and under the rules of the Federal Mediation Service. The decision of the arbitrator shall be final and binding on signatories to the Agreement who are parties to the dispute; provided, however, that the arbitrator shall have no power to add, delete or modify any provisions of this Agreement. Each party shall pay the fees and costs of its own representatives and witnesses. The costs and fees of the neutral arbitrator shall be equally divided between the parties. This article shall not be applicable to jurisdictional disputes nor to the non-payment of wages or fringes, except that this article shall apply to wage disputes.

ARTICLE 8

Management

- A. Management reserves the right to manage its jobs to the best interest of Management; the right to retain or dispense with employees for cause; to reduce or increase the number of employees needed on each project, crew, activity or piece of equipment.
- B. Management has the right to determine reasonable employment qualifications of employees and may discharge any employee whose work is unsatisfactory, or who fails to observe reasonable regulations or safety precautions prescribed by the Employer or any government agency. The employee shall use any tools, equipment, machinery, new material and products or procedures of the employee's craft required by the Employer.
- C. There shall be no limit on production of employees nor restriction on the full use of proper tools or equipment and there shall not be any task or piece work.
- D. When a new material to be installed replaces a material presently installed by Carpenters, the Employers shall make a specific assignment according to their best judgment.

ARTICLE 9

Safety

- A. The employees covered by the terms of the Agreement shall, at all times, while in the employ of the Employer be bound by the safety rules and regulations as established by Federal and State safety laws.
- B. Where OSHA standards require protective equipment, this equipment shall be made available at the cost of the Employer as determined by OSHA regulations.
- C. OSHA Training see Article 24B

ARTICLE 10

Pickets, Banners, Strikes, Lockouts, and Work Interference

- A. It shall not be a violation of this Agreement for any employee to refuse to work on a job where to do so would require them to cross a picket line of a striking Union.
- B. The Union and the Employer agree that there shall be no strike or other concerted interference with the Employer's business, and there shall be no lockout during the existence of this Agreement for any reason whatsoever, with the exception of delinquent wages or fringe benefit contributions.
- C. Slowdowns, forcing of overtime, spread work tactics, standby crews and feather-bedding practices have been and are condemned.

ARTICLE 11

Subcontractor Clause

WORK PRESERVATION

To protect and preserve, for the employees and their Employers covered by this Agreement, work traditionally having been performed by the Employers and assigned to employees under this Agreement or its predecessor Agreements, and to prevent intentional interference with the protection and preservation of such work, it is agreed as follows:

SUBCONTRACTING

There are four (4) different districts relating to subcontracting, basically along county lines; however where cities or towns fall on boundary lines, the city limits or towns are referenced separately at the end of the article under the heading "Cities and Towns on Boundary lines," and are covered by the subcontracting language applicable to those areas.

SUBCONTRACTING LANGUAGE FOR DISTRICT 1 ONLY

With regard to work traditionally having been performed by the Employers and assigned to employees under this Agreement or its predecessor Agreements on the job site, if the Employer subcontracts such work to a subcontractor, the Employer shall require that such subcontractor be signatory to a current collective bargaining agreement with the Union covering such work.

This provision shall be enforceable through Article 7, Settlement of Disputes. In addition to any amount payable to the joint Employer/Union Trust Funds covering pensions, health and welfare and vacation, and/or the Joint Apprenticeship Program, an arbitrator enforcing this Agreement shall have authority to award other damages to be payable to one or more of the above Employer/Union Trust Funds.

The above language pertains to District 1 only, which shall consist of Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Kanabec, Pine, Ramsey, Scott, Sherburne (excluding the area surrounding the City of St. Cloud and extending 20 miles beyond the city limits in Sherburne County), Washington and Wright counties, and the city limits of Red Wing and extending 20 miles beyond the city limits in Goodhue County in Minnesota and the territory in Wisconsin described in Article 4 of this contract. (See "Cities or Towns on Boundary lines").

SUBCONTRACTING LANGUAGE FOR DISTRICT 2 ONLY

If the Employer subcontracts carpentry work to be performed at the job site, the Employer shall require the subcontractor to sign a Subcontract Agreement containing the following provision:

"The subcontractor agrees to comply with the provision relating to wages, fringe benefits, premium pay and on-the-job working conditions in the current collective bargaining agreement entered into between the CCA/MDPA and the Lakes and Plains Regional Council of Carpenters & Joiners for the duration of the Employer's project."

The Employer shall require the subcontractor to sign a Subcontract Agreement containing the foregoing provision only when performing carpentry work on the project, and when the subcontractor does not represent to the Employer that they have an established building trades collective bargaining agreement covering the affected classification of work.

The above language pertains to District 2 only, which shall consist of Meeker, McLeod, LeSueur, Rice, Goodhue (Note: See Red Wing exclusion in cities or towns on county lines), Wabasha, Blue Earth, Waseca, Steele, Dodge, Olmsted, Winona, Faribault, Freeborn, Mower, Fillmore, Houston and the portions of Sibley and Nicollet counties east of the fol-

lowing roads, starting at Highway 22 on the northern Sibley County line and proceeding south to the town of New Sweden in Nicollet county, and then continuing south on Highway 111 to the town of Nicollet and then continuing south on #23 to the south line of Nicollet County. Note: Extending 20 miles beyond the town or city limits of New Auburn, Gaylord, New Sweden and Nicollet shall be in Subcontracting District 4. (See "Cities or Towns on Boundary lines").

SUBCONTRACTING LANGUAGE FOR DISTRICT 3 ONLY

- 1) If the Employer subcontracts bargaining unit work, the Employer will subcontract such work only to another Employer, which has a current collective bargaining agreement with this Union covering such bargaining unit work.
- 2) Where the Employer is competing against non-union prime contractors, or where Union subcontractors are not available, or where the project owner designates certain non-union subcontractors to be used on the project, the contractor shall notify the Union who the non-signatory contractor is and provide the total wage package to be paid to employees of this subcontractor in writing, in a timely manner.
- 3) It is agreed that not more than one (1) non-signatory subcontractor, limited to one phase (i.e. drywall/steel framing, wood framing, roofing, etc.) of bargaining unit work on a job site shall be utilized, as specified in Paragraph 2 above. All others shall comply with paragraph 1 of this subcontractor clause.

If the Employer is unable to comply with this Section (3) due to availability of signatory contractors, it is agreed that the Union and the Employer will convene to resolve the problem.

The above language pertains to District 3 only, which consists of Benton, Mille Lacs, Morrison, Stearns counties and the area surrounding the City of St. Cloud and extending 20 miles beyond the city limits in Sherburne County). (See "Cities or Towns on Boundary lines.")

SUBCONTRACTING LANGUAGE FOR DISTRICT 4 ONLY

The parties agree to not subcontract any work that the contractor normally performs in order to avoid the terms and conditions of this Agreement. They also agree that it is mutually desirable to have work performed by subcontractors working for the contractor who is a party to the Agreement, subject to the terms of this Agreement, and the contractor will, in letting subcontracts, endeavor to obtain this objective.

The above language pertains to District 4 only, which consists of Traverse, Grant, Douglas, Todd, Big Stone, Stevens, Pope, Lac Qui Parle,

Swift, Chippewa Kandiyohi, Yellow Medicine, Renville, Lincoln, Lyon, Redwood, Brown, Pipestone, Murray, Cottonwood, Watonwan, Rock, Nobles, Jackson and Martin counties, and the portions of Sibley and Nicollet counties west of the following roads starting at Highway 22 on the northern Sibley County line and proceeding south to the town of New Sweden in Nicollet County, and then continuing south on Highway 111 to the town of Nicollet, and then continuing south on #23 to the south line of Nicollet County. Note: Extending 20 miles beyond the town or city limits of New Auburn, Gaylord, New Sweden And Nicollet shall be in Subcontracting District 4. (See "Cities or Towns on Boundary lines.")

CITIES OR TOWNS ON BOUNDARY LINES

Each city or town listed below falls on or adjacent to Boundary lines where there would normally be a change in subcontract language. There will be one subcontract district as shown below for each city or town, which will extend 20 miles beyond the city limits or town boundary.

Belle Plaine	District 1 - Carver, Scott and Sibley counties
Princeton	District 1 - Sherburne and Mille Lacs counties
Red Wing	District 1 - Goodhue County
Bellechester	District 2 - Goodhue and Wabasha counties
Lake City	District 2 - Goodhue and Wabasha counties
New Prague	District 2 - Scott and LeSueur counties
Eden Valley,	District 3 - Meeker and Stearns counties
Motley	District 3 - Morrison, Todd and Cass counties
St. Cloud	District 3 - Sherburne, Benton and Stearns counties
Brocton,	District 4 - Pope and Stearns counties
New Auburn & Gaylord	District 4 - Sibley County
New Sweden & Nicollet	District 4 - Nicollet County

ARTICLE 12

Union Representatives and Stewards

- A. At all times, authorized representatives of the Union shall have the right to visit the jobs, but shall first contact whoever is in charge of the job. In the event neither is available, said representatives shall leave their business card in the job office before contacting

- employees. Said representatives shall not hinder or interfere with the progress of the job. It shall be the absolute obligation of the Union Representative to adhere to all pertinent safety rules of the particular job.
- B. The Union Business Representative shall have the right to designate a steward from among the employees on the job, and shall notify the Employer or their representative on the job, in writing, of the designated steward.
 - C. The Steward shall not be docked for time spent in giving assistance to injured workers, or in caring for the worker's tools or clothing.
 - D. The Steward shall not be discharged, transferred, nor discriminated against for performing the normal duties of a steward in a reasonable manner.
 - E. The Steward shall not be terminated, except for justifiable cause, until a hearing has been held before a committee composed of a representative from the Union, and a representative from the Employer. Such hearing will be held within three (3) working days of said notice.

ARTICLE 13

Payroll Records

In case of a dispute arising over hours and wages, the Union shall have the right to examine the payroll records of the employee covered by this Agreement, upon which there is a dispute. Prior to the actual examination, a written request shall be submitted to the Employer involved.

ARTICLE 14

Pay Day, Wage Payment and Call In Pay

- A. It is agreed that all employees shall be paid weekly and no more than seven (7) days held back including payday.
- B. Wages shall be paid at or before the end of the shift of the designated payday. Employers may utilize alternative forms of paycheck distribution, such as mailing of paychecks or by direct deposit. If paychecks are mailed, they shall be mailed at least one (1) day prior to the Employer's designated payday based on the envelope's postmark to be considered timely. A two (2) hour penalty may be imposed for any violation of the above.
- C. An employee who is laid off or discharged shall receive all monies due in cash or negotiated check at time of layoff, or the employee's check shall be immediately mailed to the employee's last known address on the next working day. If the Employer does not mail the employee's paycheck as provided by the envelope's postmark, a two

- (2) hour penalty shall be added for each working day until mailed to employee's last known address.
- D. Employees who quit will be paid any wages due them at the next regular payday.
 - E. The Employer agrees to provide the following information on the employee's check stub: Hours, date, regular pay, overtime pay, gross pay, deductions, and net pay. This information and all other payroll and employment records shall be retained by the Employer for a period of not less than six (6) years.
 - F. The employee shall be given one (1) hours' notice prior to layoff, e.g., all employees to be notified by 11:00 a.m. when they are to be laid off at noon. In the event the Employer fails to notify the employee, a penalty of one (1) hour of pay at the straight time rate shall be paid to the employee.
 - G. If an employee reports to work and is not put to work, the employee shall receive two (2) hours of pay. The employee must remain on the job site in order to receive this two (2) hours pay.
 - H. When an employee has been engaged by the Employer, either directly or by a referral request made by the Employer, and is refused employment when arriving at work with their tools, the employee shall be paid four (4) hours time, provided they arrive within a reasonable period of time, not to exceed four (4) hours provided such refusal of employment is not due to conditions beyond the control of the Employer.
 - I. These provisions, however, are not to be effective when work is unable to proceed because: (1) railroads or common carriers fail to make deliveries as scheduled; (2) the Engineer or Architect refuses to permit work; (3) Acts of God, or weather conditions will not permit work.
 - J. Any employee who is given a paycheck that is returned by a bank for insufficient funds shall receive an additional four (4) hours pay. Any employee that loses a paycheck shall be responsible for stop payment charges. If a check is mailed, the employee must promptly notify the Employer within three (3) days if the check is not received; if notice is not given, the employee shall be responsible for the stop payment charge.

ARTICLE 15

Fringe Benefits

The Employer agrees to contribute every month, not later than the fifteenth (15th) of the following month, hereinafter called the "due date", such sums for Pension, Health and Welfare, Vacation, Dental,

Apprenticeship and Promotion Funds as they may be established, an amount for each hour worked by all employees covered by this Agreement. Each payment shall be accompanied by a report in a form as specified by the Trustees. The fund's Trustees shall equally represent the Union and the Employer. The terms of the Trust Agreements establishing those funds are hereby incorporated as a part hereof.

- A. An Employer, unless contributing on a weekly basis pursuant to paragraph c below, shall be considered "delinquent" for a particular work month if its required report and the proper payment for that month are not postmarked on or before the fifteenth (15th) day of the following month (the "due date"), irrespective of whether such delinquency is willful or otherwise.
- B. Contributions which are delinquent as defined in (a) above shall be deemed to be "unpaid contributions" for purposes of the Funds' remedies pursuant to this Agreement and applicable law. An Employer who is delinquent shall be required to pay to the Funds an additional amount of 10% of the amount of the unpaid contributions as liquidated damages together with interest on the unpaid contributions as specified in the Trust Agreements, or if greater, two times the specified interest on the unpaid contributions.
- C. In addition to other remedies provided herein, if an Employer is habitually delinquent, defined as being delinquent twice in a twelve (12) month period, the trustees may require a bond or a deposit of an estimated amount of future contributions and/or may require that the Employer make weekly fringe fund reports and payments for 26 consecutive weeks without further delinquency. "Weekly basis" shall mean that the Employer's report and payment for a particular workweek shall be due on Friday of the following week (the "due date"). An Employer's report and payment shall be considered "delinquent" if not postmarked on or before such day.
- D. The Employer may demand that the question of failure to pay the amount due the Trusts be submitted to arbitration, according to the contract. Providing such request is submitted to the Union in writing within seventy-two (72) hours after receipt of the above notice, and provided further that the Employer deposit in escrow, the amount of the claimed delinquent payments with the Administrator of the Fund. Upon the filing of the request for arbitration and the depositing of the amount in dispute, the Union will not engage in any economic activities pending the resolution of such dispute.
- E. Illustration of clauses (a), (b) and (c): If an Employer's report and payment for the January work month have not been postmarked

before February sixteenth (16th), such contractors becomes delinquent at that point and must pay the full amount due, plus interest and 10% as liquidated damages, or if greater, double interest. In addition, the Employer shall be placed on the weekly reporting basis for workweeks commencing after February sixteenth (16th). Reports and payments shall then be due each week on the Friday of the week following the work week until the Employer has completed twenty-six (26) consecutive weeks without further delinquency.

- F. The delinquent Employer shall also be required to pay all costs of collection actually incurred by the Trust Fund, including all attorney fees, service fees, filing fees, court reporter fees, and all other fees, costs and disbursements incurred by or on behalf of the Trust Funds in determining, assessing and collecting the amount due.
- G. Each Employer who is required to make payments to the Trust Funds shall promptly furnish to the Trustees or their authorized agents, on demand, all necessary employment and payroll records, and any other relevant information relating to its employees covered by this Agreement for examination, whenever such examination is deemed necessary in connection with the proper administration of the Trust Funds.

If any Employer fails or refuses to furnish its payroll records upon demand to the Trustees or their authorized agents or refuses to afford the Trustees or their authorized agents reasonable opportunity to examine the same (in accordance with standard auditing procedures), the Trustees may enforce such rights by legal action, in which event, all attorney fees, service fees, filing fees, court reporter fees, and other legal costs and disbursements, as well as the auditing fees and costs incurred in conducting such audit, shall be paid by such Employer on direction by the Trustees.

- H. The Unions shall also have the right to take economic action, including but not limited to the right to refuse to supply personnel, to enforce the rights enumerated in this Article on behalf of the Unions and the Trustees. The parties to this Agreement acknowledge that the provisions of this Agreement establishing rates of pay, wages, all hours of employment and other terms and conditions of employment, including fringe benefits, apply to employees employed in job classifications covered under this contract.
- I. It is understood and agreed upon that no Employer signatory to this Agreement will be responsible for wages or fringe fund payments to any worker not directly on the Employer's payroll.

ARTICLE 16

Saving Clause

This Agreement is intended to be in conformity with all applicable and valid State or Federal Laws, rules and regulations. Any conflict between the provisions of this Agreement and the terms of any such laws and regulations shall cause the provisions of this Agreement so in conflict, to be superseded or annulled; but shall not supersede or annul the terms and provisions of this Agreement which are not so in conflict.

ARTICLE 17

Duration Dates

- A. This Agreement shall remain in full force and effect through April 30, 2007 in Wage Areas A-1 and A-2 and April 30, 2005 in Wage Areas B-1, B-2, C-1 and C-2.
- B. Any party has the right to terminate or amend this Agreement by giving notice to the other party sixty (60) days before the expiration date of this Agreement. Failure to give such notice shall cause this Agreement to be renewed automatically for a further period of twelve (12) months.
- C. In the event such written notice is given, and a new Agreement is not signed before the expiration date of this Agreement, then this Agreement shall continue in force until a new Agreement is signed or negotiations are formally broken off, or until a Strike or Lockout occurs.

ARTICLE 18

Wages

(For boundaries refer to Article 4, Territorial Jurisdiction, and Wage map)

- A. The minimum scale of wages to be paid to Journeyman Carpenters and Pile Drivers working within the territorial jurisdiction described in Article 4 for residential and commercial construction shall be as follows.
- B. Foreman: Where job conditions require an employee covered by this Agreement to exercise responsible control and direction over other employees covered by this Agreement, that employee shall receive Foreman pay. The minimum scale for Foreman shall be \$1.75 above Journeyman scale of wages.
- C. Where materials are brush coated or pressure treated with toxic carbolineum or toxic creosote prior to installation or handling, all employees actually engaged in brush coating, installing or handling such materials shall be paid an additional twenty-five cents (\$.25) per hour. Installation shall include the framing, boring and bolting

up of materials. The above does not apply to demolition or removal of material, regardless of whether such material had ever been brush coated or pressure treated with toxic carbolineum or toxic creosote.

- D. Work performed in boatswain's chair, on swing stage, tunnel work (defined as being underground, part of a building and not openly excavated) scaffold over fifty (50) feet in height, but excluding one (1) and two (2) family dwellings shall receive an additional twenty-five cents (\$.25) per hour.
- E. Whenever provision is made under this Article for payment of rates of pay in excess of the minimum set forth in the first paragraph, such rates shall only be paid for the time during which the employees are actually engaged in the work for which such higher rate is established. This shall include the foreman.

COMMERCIAL CONSTRUCTION DEFINITION

Any construction not covered by the definition of residential construction. Regardless of intended use or size, any new construction, above grade, using poured in place concrete, pre-stressed or pre-cast concrete, or block and/or brick structures, shall be deemed to be commercial construction.

Conversely, any commercial buildings or mixed occupancy of residential and commercial buildings as defined above or family dwellings over five (5) stories high shall receive the current applicable commercial wage rate.

COMMERCIAL RATES

Area A-1 Metro

	Base Wage	Vac. Dues	H&W Dental	Def. Pens.	Def. Pens.	Appr. Fund	Ind. Fund	Total
5/10/04	\$27.87	1.05/96	4.83	4.00	1.00	.33	.02	40.08
5/1/05	\$1.55 package increase							41.61
5/1/06	\$1.50 package increase							43.11

AREA A-2 Meeker and McLeod counties and the City of Red Wing, extending 5 miles outward.

5/10/04	\$23.02	1.05/84	4.83	4.00	1.00	.33	.02	35.09
5/1/05	\$1.55 package increase							36.64
5/1/06	\$1.50 package increase							38.14

AREA B-1 Olmsted County (Rochester Area)

5/10/04	\$22.75	1.00/80	4.83	3.35	.20	.23	.12	33.28
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Area B-2 Goodhue, Wabasha, Dodge, Fillmore, Mower, Houston and Winona Counties (Rochester Area)

	Base Wage	Vac. Dues	H&W Dental	Def. Pens.	Def. Pens.	Appr. Fund	Ind. Fund	Total
5/1/04	\$19.29	.25/.70	4.83	3.35	.20	.23	.12	28.97

AREA C-1 NORTH Benton, Mille Lacs, Morrison and Stearns Counties and the city limits of St. Cloud, extending 5 miles outward beyond the city limits in Sherburne County

5/1/04	\$20.09	.75/.74	4.83	3.50	.70	.23	.02	30.86
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AREA C-2 NORTH Traverse, Grant, Douglas, Todd, Big Stone, Stevens, Pope, Lac Qui Parle, Swift, Chippewa, Kandiyohi, Yellow Medicine and Renville Counties.

5/1/04	\$16.53	.50/.63	4.83	3.17	.60	.23	.02	28.51
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AREA C-1 SOUTH LeSueur, Rice, Blue Earth, Waseca, Steele, Faribault, Freeborn and the eastern portion of Sibley and Nicollet counties.

OVER 1,000,000 (1 mill)

5/1/04	\$20.74	.55/.74	4.83	3.65	.10	.23	.02	30.86
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UNDER 1,000,000 (1 mill)

5/1/04	\$19.39	.00/.69	4.83	3.65	.10	.23	.02	28.91
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AREA C-2 SOUTH Lincoln, Lyon, Redwood, Brown, Pipestone, Murray, Cottonwood, Watonwan, Rock, Nobles, Jackson, Martin and the western portion of Sibley and Nicollet Counties.

OVER 1,000,000 (1 mill)

5/1/04	\$17.05	.25/.64	4.83	3.39	.10	.23	.02	26.51
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UNDER 1,000,000 (1 mill)

5/1/04	\$15.48	.00/.58	4.83	3.14	.10	.23	.02	24.36
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RESIDENTIAL CONSTRUCTION DEFINITION

Any work above grade involved in the erection, remodeling or finishing of a wood frame structure, up to four (4) levels, that is intended for use as a residence or residences or as an appurtenance. Any portion of work included and done in conjunction with the residential portion of the base building (i.e. garage, community/party room, manager's office, lobby, laundry area, etc.). This excludes interior tenant build-out of a commercial/retail space. Any portion of work in a building five (5)

stories or less in total height intended for use as a residence or residences regardless of intended use of other portions of the building shall be deemed to be residential construction. (Note: includes wood framed licensed nursing homes, convalescent facilities and motels) The remodeling of any structure four (4) stories or less in total height regardless of structural materials shall be deemed residential construction provided intended use is for a residence or residences.

RESIDENTIAL UTILITY CARPENTER (RUC) DEFINITION

All Residential Utility Carpenters (RUC) shall be registered with the Union. If the RUC is not registered with the Union, they will be considered a Journeyman. A Letter of Hire must be provided by the Employer when registering a RUC and prior to employment. A RUC must not be placed on a job until signed with the Union office. No RUC on commercial work.

RESIDENTIAL CONSTRUCTION WAGE RATE FOR JOURNEYMEN IN AREAS A-1 and A-2 Only (See WAGE Map)

RESIDENTIAL CONSTRUCTION AREAS A-1 and A-2

	Base Wage	Vac. Dues	H&W Dental	Def. Pens.	Def. Pens.	Appr. Fund	Ind. Fund	Total
5/10/04	\$25.25	1.05/90	4.83	4.00	1.00	.33	.02	37.38

RESIDENTIAL RATES - WAGE AREAS B-1, B-2, C-1 and C-2

Residential rates for Journeymen in all other wage areas shall be \$2.00 less than commercial base wages, plus full fringes in each area. (NOTE: In Areas C-1 and C-2 South it will be \$2.00 less than the "Over 1 million base rate").

APPRENTICESHIP RATES FOR COMMERCIAL & RESIDENTIAL

Residential and Commercial Apprentice rates in all wage areas shall be at the specified percentage of Wage Area A-1.

The area-wide Apprentice Wage Rate shall be a stated percentage of the Journeyman Area A-1 Commercial Base Wage for all wage areas. The applicable percentage wage shall be divided between the base rate, the vacation/dues and any pension contribution, other than the first one (1) dollar of Defined Benefit Pension contribution to apprentices 5000 hours and above.

SCHEDULE A – Percent of base journeyman wage, plus part of the fringe package.

0 - 1000 hours	50%	
1000 - 2000 hours	60%	<i>Contact Apprenticeship Office</i>
2000 - 3000 hours	65%	<i>for current wage and fringe rates</i>
3000 - 4000 hours	70%	<i>(651/646-7337)</i>
4000 - 5000 hours	75%	
5000 - 6000 hours	80%	
6000 - 7000 hours	85%	

When in Wage Areas outside of Area A-1, the hourly base wage paid an Apprentice reaches the hourly Journeyman base wage for that specific Wage Area. The Apprentice shall receive the Journeyman base hourly wage rate and the applicable Apprentice fringe benefits, until such time as they have completed any requirements of Apprenticeship as determined by the JAC.

All new Apprentices shall be registered through the Apprenticeship Office. If not registered, that worker will be considered a Journeyman. All Apprentices shall be governed by the provisions of the Carpenters Joint Apprenticeship Standards as adopted for this Agreement.

RESIDENTIAL UTILITY CARPENTER (RUC) WAGE RATES

RUC Wages shall be a minimum of 40% of Residential Journeyman Base Wage Rate plus applicable Training Fund and Dues/Vacation amounts as determined by the Council.

	<u>Wage</u>	<u>Trg. Fund</u>	<u>Dues</u>	<u>Total</u>
5/10/04	\$10.11	.33	.48	10.92

Upon request the Apprenticeship Office will furnish the Employer with a list of all unemployed Apprentices and all RUC's. In the event of a layoff, the RUC shall be laid off before apprentices.

RATIOS – established on payroll basis

RATIOS – 1 Journeyman, 1 Apprentice and 1 RUC

Single Family Home Exception: Employers who build single family homes can utilize 1 Journeyman, 1 Apprentice and 2 RUC's.

HUD Exception: Employers employed on a HUD project may utilize 2 Apprentices to 1 Journeyman, except that at least 1 Apprentice must have over 4,000 hours.

ARTICLE 19

Travel Outside District - Area A-1 Only

It is agreed that when employees covered by this Agreement are hired in Area A-1 and then directed by their Employer to work outside the territorial jurisdiction of Area A-1 in this Agreement, and 65 miles or more from their home of record, traveling time to and from the job shall be paid. In addition, they shall be paid a travel allowance from their home of record to the job and return for each day worked. The travel allowance shall apply only to the driver and not to passengers.

When said employees are directed by their Employer to remain away from home overnight, board and lodging shall be paid for each day so directed and no mileage shall be paid for that day. They shall be paid not less than the scale of wages, including fringe fund contributions, provided for in this Agreement, and if the scale of wages is higher where such work is performed than provided for in this Agreement, such higher prevailing rate shall be paid.

Travel Allowance
\$.28 per mile

Board & Lodging
\$30.00 per day

ARTICLE 20

Parking

Effective May 1, 2002 the Employer shall reimburse employees to a maximum of five (5) dollars per day for parking in downtown Minneapolis/St. Paul when provided with receipt by the employee. The Employer has the option of providing parking or shuttle service.

ARTICLE 21

Work Break

Coffee break shall be ten (10) minutes in the forenoon and ten (10) minutes in the afternoon. The coffee shall be taken from the employee's own container, which will be restricted to close proximity to the employee's place of work on the job site.

ARTICLE 22

Hours

- A. The standard work day shall consist of eight (8) hours between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday, except by mutual agreement between the Employer and the Regional Council the hours may be adjusted up to two (2) hours earlier to promote the efficiency of the job. The standard workweek shall consist of forty (40) hours in any one (1) week, Monday through Friday.

- B. Overtime worked between the hours of 8:00 a.m. Monday and to midnight Saturday shall be at the rate of time and one-half. All work done between Saturday midnight and the following Monday at 8:00 a.m. shall be at the rate of double time with the exception of shift work, and where earlier starting hour is permitted. It shall be understood that there shall be no pyramiding of overtime.
- C. No Carpenter or Pile Driver shall work on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day, unless in case of necessity for which double time shall be paid. When any of the above holidays to be observed falls on Saturday, then the preceding Friday shall be observed as such. If it falls on Sunday, then the following Monday shall be celebrated as such by employees covered under this Contract.

**D. FOUR-TEN WORK WEEK EXCEPTION
AREAS B-1, B2 AND C-1 ONLY**

Four-Tens: During the term of this Agreement, an Employer may establish a scheduled four (4) ten (10) hour work days, Monday through Thursday, between the 1st Saturday of April and the last Saturday of October by mutual agreement with the Union. When a scheduled 4-10 hour work week is in use, any hours worked in excess of 10 hours in any one work day or on Friday shall be paid time and one-half (1-1/2). An additional ten (10) minute break shall be observed after the 10th hour, if work is to be continued.

If a holiday recognized by this Agreement falls during a scheduled 4-10 hour work week Friday may be used to facilitate the employee receiving a full 40 hour week. No employee may be penalized for refusal to work Friday under this provision.

AREA C-2, and McLeod and Meeker Counties - Four (4) ten (10) hour days, Monday through Thursday in Wage Area C-2 and McLeod and Meeker counties is permitted, with Friday as a make-up day if time is lost due to inclement weather Monday through Thursday of a scheduled four 10 hour work week. If an employee declines to work Friday as a make-up day, that employee shall not be penalized.

- E. **RESIDENTIAL CONSTRUCTION WORK ONLY** - If an employee is prevented from working by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time hourly rate. All work performed in excess of forty (40) hours, or eight (8) hours in any one day will be paid at time and one-half (1-1/2). If an employee declines to work Saturday

as a make-up day, that employee shall not be penalized. Sundays and Holidays may not be used as a make-up day.

- F. When conditions make it necessary to work more than one shift, any extra shifts shall be considered night shifts and shall work seven (7) hours and receive eight (8) hours pay. An unpaid rest period of at least one-half (1/2) hour shall be taken in the middle of all shifts; the same employees shall not work on more than one (1) shift; no extra shifts shall be started for less than four (4) days.
- G. It is agreed that in situations beyond the control of the Employer, in owner occupied buildings or facilities, the Employer may schedule all work, or portions of work, which start and end outside the normal workday. Provided such work is not part of a regular multiple shift operation, the first eight (8) hours of work is at straight time. In the event such work is required, the Employer will provide the Union with advance notification that work is being performed outside the regular work schedule.

ARTICLE 23

Tools

The Employer shall provide a proper storage place for employees to store tools, the Employer shall provide sanitary drinking water and toilets, and an adequately heated area in which the employee may eat lunch. While tools necessary for the job are in the care, custody and control of the Employer, the Employer shall indemnify each employee for tool losses caused by fire, wind, burglary and forcible entry up to the maximum of \$600.00. The employee shall provide in writing to the Employer, an inventory of tools, and updated regularly. The Employer shall furnish all power tools, cords and electrical accessories (to include cordless rechargeable tools). No employee shall be required as a condition of employment to furnish their own truck.

The Employer may establish a system of signing out for tools or equipment that are the property of the Employer and used by the employee. If the tools are not returned, the Employer is allowed to deduct the cost of the missing item from the wages of the employee that has signed out for the tools or piece of equipment. This does not include when tools and equipment are stolen; employees shall report thefts to the Employer immediately. The Employer may only deduct an amount representing the reasonable value of the missing item.

ARTICLE 24

Training Fund

- A. The Employer shall contribute thirty-three (.33) per hour for each hour worked to a Training Fund to be known as the Carpenters Apprenticeship and Training Fund under a Trust Agreement, copies of which the Employer will receive and to which the Employer shall be automatically bound. A portion of the per hour contribution shall be contributed to the National UBC Funds.
- B. The parties to this Agreement recognize that OSHA requires that workers are trained in safety matters in order to be employed on work sites and Employers may require such training to be a condition of employment. It is also recognized that the cost of providing this training is the responsibility of the Employer but is also for the benefit of the employee, and therefore time spent in training will not be compensable. This fund and program shall be administered by the Apprenticeship & Training Trust and Committee.
- C. The parties agree to sponsor a "Recruitment Program" which will allow high school students to work on construction sites under supervision of a journeyman according to the guidelines/rules adopted by the Minnesota Department of Children, Families and Learning. The program shall be supervised by the "Joint Apprenticeship Committee."

ARTICLE 25

Work Dues

During the term of this Agreement and in accordance with the terms of an individual and voluntary written authorization for check-off of membership dues in form permitted by the provisions of Section 302(c) of the Labor Management Relations Act of 1947, as amended, the Employer agrees to deduct once each week from the wages of each employee covered by this Agreement, who signs said authorization, a certain amount of money per hour for each hour worked by said employee during the week. The specific amount of money to be deducted shall be determined by the Union, from time to time, in accordance with its constitution and by-laws, and the Union shall notify the Employer in writing, from time to time as changed by the Union, of the specific amount of money to be deducted. The amount deducted shall be payable to the fringe fund administrator on behalf of the Lakes and Plains Regional Council of Carpenters & Joiners, for and on behalf of its affiliated Local Unions, monthly by the fifteenth (15th) day of the month following the month in which the required amount is deducted and such amount shall be remitted in accordance with all of the applicable provisions and requirements of Article 15 above.

ARTICLE 26

CCA/MDPA Industry Fund

Those signatory to this Agreement shall contribute either to the Carpentry Contractors Association (CCA) or the Minnesota Drywall & Plaster Association (MDPA) according to the terms of this Article. These funds shall be used to support and promote the respective interests of the Union carpentry and drywall industries. The fund shall also be used for purposes associated with the negotiation and administration of this Agreement, related training programs, and fringe benefit funds.

Employers signatory to this Agreement performing drywall work agree to contribute four cents (.04) to the MDPA Industry Fund. (The Drywall Industry has an additional .02 for a total of .04 in the Industry Fund. This .02 is to promote the drywall industry.) Your fringe fund reporting form will indicate if you pay this additional .02. If you have questions regarding this Industry Fund, please contact the Association Office at 651/633-6774.

Those performing other commercial or residential work shall contribute two cents (.02) to the CCA Industry Fund

ARTICLE 27

Labor Management

The parties agree to establish a labor/management committee consisting of three (3) members appointed by the Association and three (3) members appointed by the Union. The committee will meet monthly to review areas of labor/management cooperation and joint promotion activities.

In addition, by unanimous consent the committee can review the existing Agreement in order to address projects where there is competition from non-signatory Employers. Any administration cost borne by the committee will be paid for by the CCA/MDPA Fund.

- A. The Labor User Contractor Committee Joint Labor-Management Uniform Drug/Alcohol Abuse Program, copies of which are on file with the CCA/MDPA and the Lakes and Plains Regional Council of Carpenters & Joiners, is incorporated herein by reference and is made a part of the collective bargaining agreement between the Lakes and Plains Regional Council of Carpenters & Joiners and the CCA/MDPA currently in effect.

Employers may require drug and alcohol testing of employees and applicants for employment, including random testing, if the Employer has adopted a written drug and alcohol testing policy

complying with the provisions of the LUC Program and applicable statutes.

The parties agree to establish provisions to allow the contractors to perform random drug/alcohol testing in accordance with applicable statutes, providing the Lakes and Plains Regional Council has representation in the development of these provisions and is in agreement with the final draft.

- B. Worker's Compensation Program:** It is agreed to establish an optional jointly managed Worker's Compensation Program, providing the Lakes and Plains Regional Council of Carpenters & Joiners is in agreement with the final draft of said program, and has representation as a trustee of the same.

The parties agree to enter into an Agreement and Declaration of Trust for the establishment of a Construction Crafts Worker's Compensation Fund (hereinafter the "Fund") to provide Worker's Compensation benefits to eligible employees under this collective bargaining agreement. This Fund will be administered by an equal number of Employer trustees and Union trustees, and will be funded by contributions from Employers on behalf of employees covered by this collective bargaining agreement.

It is the purpose of this Trust Fund to provide employees who claim compensable personal injuries and occupational diseases occurring under Minnesota Worker's Compensation Laws, with benefits required by law. The amount of contributions to this Fund shall be established by the trustees and may be changed from time to time.

ACCEPTANCE OF AGREEMENT

between

**Lakes and Plains Regional Council
of Carpenters & Joiners**

and

Carpentry Contractors Association

and

Minnesota Drywall & Plaster Association

WAGE AREAS A-1 AND A-2

2004, 2005, 2006

(Expires April 30, 2007)

WAGE AREAS B-1, B-2, C-1 AND C-2 NORTH/SOUTH

2001, 2002, 2003, 2004

(Expires April 30, 2005)

Carpentry Contractors Association

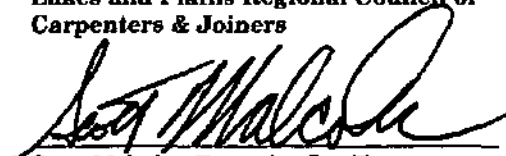
Minnesota Drywall & Plasterers Association



William Grimm, Executive Director

Date: 8/4/04

**Lakes and Plains Regional Council of
Carpenters & Joiners**



Scott Malcolm, Executive Sec./Treas.

Date: 8/4/04